

COMMITTEE AMENDMENT FORM

DATE 12/1/09

COMMITTEE CD/HR

PAGE#(S) _____

ORDINANCE# _____

SECTION(S) _____

RESOLUTION# 09 R-1736

PARAGRAPH _____

AMENDMENT

To insert Exhibit A and Exhibit B.

**AN AMENDED RESOLUTION BY
COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE
CITY, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING
WITH L.E.A.D. INC. REGARDING BASEBALL PROGRAMMING AT
PERKERSON PARK; AND FOR OTHER PURPOSES.**

WHEREAS, L.E.A.D. (Launch, Expose, Advise, Direct) Inc. (hereinafter "LEAD") is a 501(c)(3) tax exempt organization whose mission is to use baseball as a tool to help inner city youth, ages 14-18 years, become civically engaged and compete for college scholarships; and

WHEREAS, LEAD's baseball programming has received national recognition; and

WHEREAS, LEAD has requested to form a partnership with the City of Atlanta ("City") to provide baseball programming at Perkerson Park (the "Park") for teenage boys in exchange for the City's providing free use of its Perkerson Park baseball fields; and

WHEREAS, as part of the partnership, in addition to providing baseball programming, LEAD will provide shadow positions for four City of Atlanta coaches, and will provide \$10,000 of renovations to the Park's baseball fields; and

WHEREAS, it is in the best interest of the City to form a partnership with LEAD, and to enter a Memorandum of Understanding ("MOU") that establishes the role and obligations of the City and LEAD.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:

Section 1.

The Mayor, on behalf of the City, is hereby authorized to enter into an MOU with LEAD regarding the roles and obligations of each of the two parties in a partnership for baseball programming at Perkerson Park. Said MOU shall at a minimum provide the following:

- a) The MOU shall make clear that the City owns the Park, including the baseball fields thereon, and shall have authority to make all final decisions regarding the Park, but shall exercise its authority in the spirit of good faith cooperation with LEAD.

- b) The MOU shall allow LEAD to utilize the Perkerson Park baseball fields at no cost to provide baseball programming for high school aged boys from fourteen through eighteen years of age.
- c) The MOU shall provide LEAD with the authority and the responsibility to maintain the Park's larger baseball field, in a manner consistent with the MOU.
- d) The MOU shall provide LEAD with the authority to provide \$10,000 of renovations to the Park's baseball fields, in a manner consistent with the MOU.
- e) The MOU shall provide LEAD with the authority and the responsibility to provide four shadow positions for Atlanta coaches during the fall 2009 league. LEAD shall also be provided the authority and responsibility to offer clinics for Atlanta coaches and youth teams.
- f) The MOU shall have a term of three years, with a renewal option of three years contingent upon the mutual consent of LEAD and the City.

Section 2.

To the extent that LEAD is donating time and resources to the City, the City hereby accepts the donation.

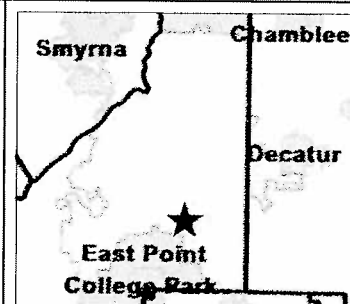
Section 3.

The City Attorney is hereby directed to prepare the MOU for execution by the Mayor, and the MOU shall be approved as to form by the City Attorney or her/his designee.

Section 4.

The MOU shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been signed by the Mayor and delivered to LEAD.

Exhibit A Perkerson Park



Legend

- Points of Interest
- Streets and Highways
- Other Limited Access
- State Route
- Arterial Roads
- Streets
- Ramps
- Unknown
- Interstates
- ▭ County Boundaries
- ▭ Parcels
- ▭ Building Footprints
- Airport Labels
- Airport Runways
- ▭ Runway/Apron/Taxiway
- Streams
- Ponds
- Greenway Acquisitions
- 2007
- ▭ Atlanta City Limits
- ▭ Metro Cities

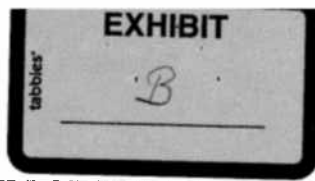
0 18 36 m.

Map center: 2221265, 1349718



Scale: 1:1,026

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ATLANTA AND LAUNCH, EXPOSE, ADVISE, DIRECT, INC.**

This Memorandum of Understanding ("MOU"), dated this ____ day of _____, 2009, is between the City of Atlanta ("City") and Launch, Expose, Advise, Direct, Inc. ("LEAD") (collectively, "the Parties").

I. Background

LEAD is a Georgia based 501(c)(3) tax exempt organization whose mission is to use baseball as a tool to help inner city youth, ages 14-18 years, pay for college, and to promote service and civic engagement. LEAD's baseball programming has received national recognition. LEAD would like to form a partnership with the City of Atlanta, by and through its Office of Recreation, as well as the Baseball Tomorrow Fund and other local businesses, to bring its program to the City's Perkerson Park (the "Park", which shall include without limitation the ball fields located therein). The program will be administered on two of the Park's ball fields, the larger field and one smaller field, as shown on Exhibit A hereto (the "Fields" or singularly "Field"). The purpose of this MOU is to lay the foundation for the partnership between the Parties, and to establish the role of each Party in that relationship.

II. General Agreements: Role of Each Party in Working Relationship

The following is a list of agreements regarding the basic roles of the City and LEAD in their working relationship established by this MOU.

- A. The City shall maintain ownership of the Park.
- B. The City shall maintain its authority to make all final decisions regarding the Park, including without limitation the Fields, but shall exercise this authority in the spirit of good faith cooperation with LEAD.
- C. All City decisions regarding the Fields that arise from this MOU (i) shall be made by the Commissioner of the Department of Parks, Recreation, and Cultural Affairs ("Commissioner") or her/his designee, unless the Commissioner, the City Attorney, the Atlanta Mayor or the Atlanta City Council determines that the decision should be made in some other manner and (ii) shall be communicated in writing to LEAD.

- D. When a decision regarding the Fields is to be made solely by the Commissioner, the Commissioner shall review, provide feedback on, and if appropriate, provide approval of any and all submissions by LEAD within thirty days of receipt thereof. In the event that the approval process requires more than Commissioner approval, as determined pursuant to Subsection II(C) above, this thirty day time limit shall not apply.
- E. The City shall have the right to oversee all work performed on and around the Fields, including but not limited to basic maintenance, projects, construction of capital improvements, landscaping, and other initiatives. Though the City has the right to oversee all work being performed at the Fields by or on behalf of LEAD, it is not obligated to do so. In addition, though the City has the right to suspend a project at the Fields being performed by or on behalf of LEAD if the project creates a safety hazard, it is not obligated to inspect the work to determine if a safety hazard exists, and shall not be deemed liable by LEAD in the event that the City does not detect a safety hazard. The quality and safety of the work performed by or on behalf of LEAD is the responsibility of LEAD and not the City.
- F. In the event that LEAD raises additional funds for the Fields, it shall make certain that the funds are utilized in a manner that is consistent with this MOU. LEAD may solicit and receive funds from individuals and corporate sponsors. LEAD may install 2.5 feet by 36 inch wood placards on a rotating basis on the Fields' fences to recognize donors for their contributions, provided that LEAD completes an on-line City Gift Reporting Form annually, disclosing each of the gifts received, and provided that no donor shall be recognized by a placard for more than 3 months in a twelve month period. In the event that a private sponsor requests some other form of recognition for its contribution in the form of larger or more permanent on site signs or other notice to the public, LEAD is not authorized to agree to such recognition unless and until receiving approval from the Commissioner and/or the Atlanta City Council. The City shall determine whether City Council approval is required. If multiple signs are used, they shall be consistent in overall shape and dimensions as approved by the Commissioner.
- G. Other parties may contribute to the improvement of the Fields, as long as all gifts are in conformance with this MOU and subject to City approval and oversight. In addition, other parties may contribute to the improvement of other areas of the Park, and such improvements shall not be made through LEAD and shall not be subject to this MOU.
- H. The City shall be responsible for any claim, damage, loss or expense arising from the Fields that is attributable to intentional or negligent acts, errors, or omissions by the City, its officials and/or employees, its

consultants/contractors or their officers, agents or employees, and/or its consultants'/contractors' subconsultants/subcontractors, or their officers, agent or employees. LEAD shall be responsible for any claim, damage, loss or expense arising from the Fields that is attributable to intentional or negligent acts, errors, or omissions by LEAD, its officers and/or employees, its consultants/contractors or their officers, agents or employees, or its consultants'/contractors' subconsultants/subcontractors, or their officers, agent or employees. Neither this MOU, nor this provision specifically, shall waive the City's nor LEAD's right to be indemnified, defended and/or held harmless by consultants, contractors, their subconsultants and/or subcontractors, the officers, agents or employees of those companies, or any one else performing work at or related to the Fields. This subsection shall survive the termination or expiration of this MOU.

- I. Any personnel employed by or volunteering on behalf of LEAD shall be deemed "employees" or "volunteers" respectively of LEAD, and shall not be deemed employees or volunteers of the City. LEAD shall remain responsible for the supervision, management and control of such employees and volunteers and any payroll, taxation or other employment obligation incident to their work.
- J. LEAD shall maintain general liability insurance in the amount of \$1,000,000 bodily injury and property damage combined single limit, regarding all work performed at or around the Fields by LEAD, including without limitation LEAD's employees, volunteers, contractors and subcontractors, and including but not limited to demolition and construction work. The City shall be covered as an additional insured under the general liability insurance policy, and such insurance shall be primary with respect to the additional insured.
- K. The City and LEAD shall not discriminate based upon race, creed, color, religion, sex, national origin, marital status, age, physical handicap, sexual orientation, or gender identity in the implementation of this MOU.
- L. Neither the City nor LEAD shall permit the sale or consumption of alcoholic beverages at LEAD events.
- M. LEAD shall not collect rent or any other fees for parking on City property.
- N. LEAD shall maintain records and accounts in connection with the performance of this MOU that will accurately document all funds received by LEAD and all costs incurred by LEAD, both direct and indirect, of whatever nature, for a period of three (3) years from the expiration of this MOU, including any renewal, unless otherwise specified by applicable law. The City or its designated representatives shall have the right to

examine and copy the records and accounts at all reasonable times, with advance notification. The City reserves the right to audit LEAD's records and accounts. Any such audit will be commenced within one year of the expiration of this MOU.

- O. Title to all of LEAD's improvements to the Fields that are of such a nature as cannot be removed without damage to the Fields or some portion thereof, shall vest in the City upon completion of construction or installation.
- P. When new improvements are completed by LEAD, LEAD will submit copies of "as built" drawings to the Commissioner for future reference.

III. Use of the Fields

- A. LEAD shall utilize the Fields to provide baseball programming for high school aged boys from fourteen through eighteen years of age.
- B. LEAD shall have exclusive use of the Fields during the following times (collectively "Use Times"):
 - 1) From April 1 through July 31 throughout the Term of this MOU: Mondays from 5:00-8:00; Thursdays from 5:00 to 8:00; Saturdays from 11:00 to 2:00; and Sundays from 5:00-8:00.
 - 2) From August 1 through November 30 throughout the Term of this MOU: Mondays from 6:00-8:00; Thursdays from 6:00 to 8:00; and Saturdays from 2:00 to 5:00.
 - 3) For one (# of days)___ - day tournament to be held in the summer of each year throughout the term of this MOU. LEAD shall supply the City with the exact dates of the tournament by no later than March 15th of each year of the term of this MOU.
 - 4) For one three-day tournament to be held from a Friday through a Sunday in the fall of each year throughout the term of this MOU. LEAD shall supply the City with the exact dates by no later than June 1st of each year of the term of this MOU.
 - 5) For three (# of days)___ - day player clinics to be held in the fall, spring and summer of each year throughout the term of this MOU. LEAD shall supply the City with the exact dates of each clinic by no later than ninety days prior to the start date of said clinic.
 - 6) For two (# of days)___ - day coach clinics to be held in the spring and summer of each year throughout the term of this MOU. LEAD shall supply the City with the exact dates of each clinic by no later than ninety days prior to the start date of said clinic.
 - 7) For Tryout dates in April of each year throughout the term of this MOU. LEAD shall supply the City with the exact dates by no later than January 2nd of each year of the term of this MOU.

- 8) For Tryout dates in August of each year throughout the term of this MOU. LEAD shall supply the City with the exact dates by no later than May 1st of each year of the term of this MOU.
- C. The Parties may change the Use Times without formally amending this MOU. New Use Times may be established through a letter amendment that is signed by both LEAD and the Commissioner, and that is attached to the executed MOU.
- D. The Parties acknowledge that Morehouse College runs a baseball program, utilizing the large Perkerson Park field for its practices and home games. LEAD agrees to work cooperatively with the City and Morehouse College to arrange field use schedules that accommodate both programs. In the event that a scheduling conflict arises, LEAD understands that it may need to utilize Mosley Park for one or more games. For 2010 only, LEAD agrees that its Saturday April 3, 2009 game and its Saturday April 17th game will be played at Mosley Park.
- E. The City shall be responsible for maintaining Morehouse College's schedule of Fields use. It shall also be responsible for taking reservations for the Fields year-round and keeping a calendar of said reservations. The City shall not permit Morehouse College to use the Fields, and shall not allow reservations during LEAD's Use Times absent written consent of LEAD. The City shall provide LEAD with a copy of Morehouse College's schedule and the reservation calendar upon request. LEAD may reserve one or both of the Fields for times other than the Use Times, provided that no reservation has been made previously for the time requested by LEAD and provided that Morehouse College is not scheduled to use the Fields at that time. Reservation recipients other than LEAD and Morehouse College shall be required to post a refundable \$100 sanitation bond.
- F. LEAD shall not sublease the Fields or any portion thereof.

IV. City Responsibilities

In addition to the responsibilities set forth in other sections of this MOU, the City shall have the following responsibilities. These responsibilities will be met in a manner commensurate with the City's adopted budget for each year during the term of this MOU:

- A. Provide sanitation services for the Fields, or cause them to be provided, at no cost to LEAD. Sanitation services shall include scheduled garbage collection, except that LEAD shall be responsible for arranging and paying for its own sanitation services for special events sponsored by LEAD such as multi-day tournaments.

- B. Prepare the Fields, or cause them to be prepared for play during February of each year of the Term of this MOU. Such preparation shall include dragging the Fields, grading the Fields, cutting fowl lines, and repairing fences surrounding the Fields.
- C. Maintain the fencing around the Fields, or cause it to be maintained, throughout the year. This maintenance shall not include installation, repair or removal of the placards described in section II F .
- D. Provide routine maintenance of the Larger Field, or cause it to be maintained, from November 21 through March 31 of each year of the term of this MOU.
- E. Provide routine maintenance of the Smaller Field, or cause it to be maintained, throughout the year.
- F. Provide, or arrange and pay for water utility service for the Fields. The water service provided shall be subject to and in compliance with the water restrictions in place at any given time.
- G. Provide, or arrange and pay for electric utility service for the Fields, provided that LEAD reimburses the City for its electric use as described in Subsection V (I) below.
- H. Make existing restrooms available to LEAD based upon the criteria set forth in Subsections V (D) and V(E) below. In the event that the City allows the existing restrooms to be utilized by a person or entity other than LEAD, the City shall clean, or cause to be cleaned, the existing restrooms immediately after such use.
- I. Perform or cause to be performed all repairs to the Fields, to the Park, and/or to the Park's existing restrooms to the extent that the repair need arises from causes unrelated to LEAD's use of the Fields, but only to the extent that the City has adequate financial resources allocated for such repair.
- J. In the event that the City does not have adequate financial resources to pay for necessary repairs and/or maintenance as contemplated in Subsections D, E, and I of this Section IV, and Subsection V(E) below, the Commissioner may consult with LEAD to determine what if any financial resources LEAD may contribute to the project at issue. In no event shall LEAD be required to assist with the payment of any repair or maintenance except as set forth in Section V below. Where adequate financial resources are not available for any required repair or maintenance, the Commissioner, at her/his sole discretion, may terminate

this Agreement without cause, whereupon all rights and obligations of the parties hereto shall terminate.

V. LEAD Responsibilities

In addition to the responsibilities set forth in other sections of this MOU, LEAD shall have the following responsibilities:

- A. Provide routine maintenance of the Fields weekly between April 1 through November 20 of each year of the Term of this MOU, including: dragging and raking each Field after LEAD usage of the same; lining the Fields as needed; mowing the Fields on a weekly basis; cleaning out the dugouts after LEAD usage; maintaining the pitchers mounds and base paths, lining the baseball and athletic fields, and picking up trash on and in the immediate area surrounding the Fields. LEAD shall also be responsible for purchasing the materials necessary to perform said maintenance.
- B. LEAD shall have the exclusive right to sell concessions at the Fields during LEAD-sponsored games, tournaments, and special events. LEAD may utilize the Fields' concession stands for such sales.
- C. Provide security at, and submit a security plan for all LEAD tournaments occurring on the Fields. The security plan must be submitted no later than 3 weeks before each tournament to which the plan applies. LEAD shall not hold a tournament at the Fields unless and until the Commissioner or her/his designee has approved the applicable security plan in writing.
- D. Unlock the Park's existing restrooms prior to LEAD's scheduled use of the Fields, and lock them each day after the last scheduled use is complete. Where the restrooms are unlocked, LEAD shall clean, or cause to be cleaned, the existing restrooms during and after LEAD tournaments and special events, and immediately after LEAD's other scheduled use of one or both of the Fields.
- E. Perform, or cause to be performed, and pay for the maintenance, repair, and general upkeep of the Park's restrooms, with the exception of repair costs exceeding \$2,000. The City shall pay for any portion of a particular repair or maintenance that exceeds \$2,000 total, provided that LEAD did not allow the repairs to accumulate to such a degree that the aggregate of expenses exceeded \$2,000 total. Where the City does not have adequate funds to provide the necessary repairs costing greater than \$2,000, the Parties shall follow the provisions set forth in Subsection IV (J) above.

- F. Provide portable restroom facilities at the Fields during all LEAD home-tournaments. LEAD must obtain a permit from the Office of Parks and the Fulton County Health Department for the use of the portable restrooms.
- G. Perform or cause to be performed all repairs to the Fields, to the Park, and/or to the Parks' existing restrooms to the extent that said repair need arises from LEAD's use of the Fields.
- H. Provide daily litter control at the Fields.
- I. Reimburse the City for the utility costs associated with LEAD's use of the Fields' lights. The City will calculate Lead's usage costs and will bill LEAD for the same. LEAD will reimburse the City within forty-five days of receiving the City's bill.
- J. Perform \$10,000 in Park renovations via a Home Depot Corporation grant secured by LEAD, where said renovations receive prior written approval from the Commissioner or her designee. LEAD may host an event whereby the renovations shall be implemented, and said event may occur on October 1, 2009 or any date thereafter that is approved in writing by the Commissioner or her designee.
- K. LEAD shall have the right, at its sole cost and expense, to make additional capital improvements to the Fields or the Park, provided that LEAD complies with the City's review and approval process for park projects, improvements and initiatives, said process to be established by the Commissioner. The process shall include without limitation: 1) LEAD's preparation of project proposals and implementation plans for said improvements and other initiatives; 2) LEAD's receipt of written approval for the proposals and plans from the Commissioner, including without limitation approval of the location, materials, quality and design of said proposed improvements and plans; and 3) LEAD's determination of any and all other governmental bodies and/or regulatory agencies from which approval must be obtained, and LEAD's receipt of said approval. LEAD shall not begin work on these projects, improvements or other initiatives until it has successfully completed the City's review and approval process, obtained the proper permits, and until it has received written approval from any other governmental body or regulatory agency from which approval is required.
- L. Have all of LEAD's coaches participate in the National Coaches Certification program. LEAD shall prohibit from coaching in the LEAD league, anyone who does not successfully complete this program.
- M. Require that any person wishing to be a LEAD coach submit to and pass a City of Atlanta background check.

- N. Create four “shadow positions” for City coaches during LEAD’s Fall league throughout the term of this MOU. Coaches selected for this program shall be selected by the City, and must: 1) pass a City background check; 2) have reliable transportation to Perkerson Park and to Washington High School; 3) have computer access; and 4) sign a Letter of Commitment regarding completion of the shadow position program.
- O. Allow ten Perkerson Park players to attend the annual LEAD Celebrity Clinic at Turner Field throughout the term of this Agreement. The 2009 Clinic shall occur on November 7.
- P. Provide written notice to the Commissioner of the primary contact person for LEAD and all of that person’s contact information, including without limitation an email address and mobile telephone number. LEAD must keep this information current.
- Q. Be aware of and require all of its participants, volunteers, and spectators to follow the City’s rules, ordinances, and other applicable laws.
- R. Notify the Office of Parks’ Customer Service Call Center within twenty-four hours upon discovering a safety, sanitary, and/or maintenance issue that needs to be addressed, regardless of whether the issue pertains to the Fields or the Park generally, and regardless of whether LEAD intends to resolve the issue. Where LEAD intends to resolve the issue, it should notify the Call Center of its intent.
- S. Notify the Commissioner within twenty four hours of any accidents and/or injuries to LEAD staff, volunteers, participants or visitors.
- T. Notify the Commissioner within three hours or sooner of learning of any emergency event regarding or arising from the Fields and/or LEAD’s use of the Fields, and/or the Park generally, that involves the media, the police or fire departments or emergency medical services.
- U. Make certain that all funds committed by or to LEAD for use regarding the Fields are used effectively, efficiently, and as intended. This subsection shall survive the termination or expiration of this MOU.

VI. Contractors Performing Work on the Field

- A. LEAD shall require all contractors and subcontractors performing any work related to this MOU to sign an agreement with LEAD that includes the following indemnification provision, with the exception that the name

of the contractor or subcontractor shall replace "Contractor" as used herein below:

"Indemnification and Hold Harmless Clause"

(1) Releases and Indemnification:

Contractor hereby releases and shall indemnify, defend, and hold harmless the City of Atlanta, its elected officials, officers, agents, employees, authorized representatives, successors, and assigns from and against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, injuries, obligations, losses, judgments, charges, interest, attorneys' fees, costs, causes of action of every kind and character, whether in law or equity, and expenses of every kind or nature, whether arising before or after the termination of this Agreement and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Contractor, its officers, employees, agents, subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to this Agreement.

(2) Negligence and Waiver

Contractor's aforesaid release, indemnity, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified, or held harmless. Contractor specifically waives any immunity provided against this indemnity by any industrial insurance or workers' compensation statute. Contractor further agrees that this agreement to indemnify, defend, and hold harmless the parties released shall not be limited to the limits or terms of the insurance, if any, required under this Agreement. This Indemnification and Hold Harmless provision shall survive any termination or expiration of this Agreement.

- B. The following insurance requirements must be met by every contractor and subcontractor that performs work related to the Fields for or on behalf of LEAD, and shall be included in a contract between LEAD and each of its contractors and subcontractors. Compliance is required by all contractors of any tier. Insurance requirements are based on information received as of the date of this MOU. The CITY reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this MOU.

1. LEAD shall not allow its contractors or subcontractors to commence any work of any kind pursuant to this MOU until all Insurance requirements contained in this MOU shall have been complied with, and until evidence of such compliance satisfactory to the CITY as to form and content has been filed with the City. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
2. Any and all companies providing insurance required pursuant to this MOU must meet the minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Company in the current Best's Key Rating Guide - Property - Casualty. The ratings for each company must be indicated on the Accord Certificate of Insurance form. For all contracts, regardless of size, companies providing Insurance under this MOU must have a current:
 - i. Best's Rating not less than A-; and current;
 - ii. Best's Financial Size Category not less than Class IX; and
 - iii. Authorization issued by the Insurance Commissioner, State of Georgia, to conduct and transact insurance contracts.

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the CITY, written notification shall be mailed by the CITY to LEAD, who shall promptly itself, or require its contractor to, obtain a new policy issued by an insurer acceptable to the CITY, and shall submit evidence of the same to the CITY as required herein.

3. Workers' Compensation and Employer's Liability Insurance

Every contractor and subcontractor that performs work related to the Field for or on behalf of LEAD shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work related to the Field:

Workers' Compensation Statutory

Employer's Liability

Bodily Injury by Accident/Disease \$100,000 each accident

Bodily Injury by Accident/Disease \$100,000 each employee

Bodily Injury by Accident/Disease \$500,000 policy limit

4. Automobile Liability Insurance

Every contractor and subcontractor that performs work related to the Field for or on behalf of LEAD shall procure and maintain Automobile Liability Insurance with not less than \$500,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

1. Comprehensive Form
2. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event the contractor or subcontractor does not own any automobiles in the corporate name, non-owned and hire automobile coverage will be maintained in the amount indicated above.

5. Upon failure of LEAD to ascertain that each of its contractors and subcontractors furnishes, delivers, and maintains such insurance as herein provided, this MOU, at the election of the CITY, may be declared forthwith suspended, discontinued, or terminated. Failure of a Neighborhood Group's contractor or subcontractor to take out and/or to maintain any required insurance shall not relieve LEAD, its contractors or subcontractors, from any liability under this MOU, nor shall these requirements be construed to conflict with the obligation of this MOU concerning indemnification.
6. The CITY shall be covered as an additional insured under any and all Insurance required pursuant to this MOU, and such insurance shall be primary with respect to the additional insured. Confirmation of this shall appear on the Accord Certificate of Insurance and on any and all applicable Insurance policies.
7. Each and every agent acting as Authorized Representative on behalf of a company affording coverage pursuant to this MOU shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the company for the agent to bind coverage as required and to execute the Accord Certificate of Insurance as evidence of such coverage. In addition, each every agent shall warrant when signing the Accord Certificate of Insurance that the agent is licensed to do business in the State of

Georgia and that the company or companies are currently in good standing in the State of Georgia.

VII. Term of MOU

This MOU will commence as of the date of its full execution, as shall be reflected on the first page of the MOU, and the MOU will continue in effect for three (3) years. Upon mutual agreement of the Parties, the Parties may renew this MOU for one additional three-year term.

VIII. Suspension of Work and Termination of MOU

- A. In the event that the City determines that any work being performed on the Fields, or any failure to perform work on the Fields, is inconsistent with the project, improvement or initiative plans approved as set forth in Subsection V(K) or V(L) above, the City shall immediately contact LEAD in writing and shall articulate the corrective action required. The City shall state the number of days that LEAD shall have to implement the corrective action, and shall make such determination based upon the seriousness of the matter, the safety implications of the matter, and the amount of time that it would reasonably take to implement that type of correction. The City shall be reasonable with regard to granting extensions of time if LEAD indicates that it needs additional time and is making a good faith effort to implement the corrective action.
1. LEAD shall use its best efforts to implement the corrective action within the time set forth by the City in its written notice. In the event that LEAD needs additional time to implement the corrective action, it shall request an extension of time for a defined time period.
 2. In the event that LEAD does not make a good faith effort to implement the corrective action within the time frame established by the City, either originally or in an extension of time, the City shall have the right to suspend the offending project until the corrective action is implemented, at no cost to the City.
 3. In the event that the offending action is a failure to perform work, including but not limited to maintenance work, and in the event that LEAD does not make a good faith effort to implement the corrective action within the time frame established by the City, either originally or in an extension of time, the City shall have the right to perform the work or direct that the work be performed. LEAD shall reimburse the City for the reasonable cost of performing the work.

4. In the event that the City and LEAD disagree about the corrective action to be implemented, the Parties shall attend Alternative Dispute Resolution (“ADR”) in an attempt to resolve the matter. The work at issue shall be suspended until the completion of the ADR. Where the offending action is a failure by LEAD to perform the maintenance work required by this MOU, the City shall have the right to set forth the corrective action required pursuant to the guidelines set forth in this section VIII, subsections (A)(1, 2, and 3). LEAD shall not have the right to challenge the corrective action required through ADR or in any other legal or administrative forum. Should LEAD fail to perform the maintenance-related corrective action in the time-frame established by the City, the City shall have the right to terminate this MOU for cause, at no cost to the City.
 5. Should the Parties be unable to resolve the corrective action issue after ADR (except for maintenance issues where ADR is not available, as described in paragraph 4 immediately above), the City shall have the right to terminate this MOU for cause, at no cost to the City.
- B. In the event that the City determines that any work being performed on the Fields, or any portion of the Fields, creates a safety hazard, the City shall suspend the work immediately and shall bear no cost associated with the suspension. The City shall immediately notify LEAD, in writing and by telephone, that the work has been suspended and the corrective action required. The work shall remain suspended until the corrective action is implemented.
 - C. In the event that the City determines that any failure to perform work on the Fields, or any portion of the Fields, is creating a safety hazard, the City shall close the Fields, or the impacted portion thereof, and shall bear no cost associated with the closure. The City shall immediately notify LEAD, in writing and by telephone, that the Fields or some portion thereof have been closed and the corrective action required. The Fields, or the impacted portion of the Fields, shall remain closed until the corrective action is implemented.
 - D. Either Party shall have the right to terminate this MOU without cause at any time prior to the MOU’s expiration by giving written notice to the other Party at least thirty (30) days prior to the date such termination is to be effective, and such termination shall be at no cost to either of the Parties. In the event of such termination, LEAD shall remain obligated to utilize or cause to be utilized all donated and/or committed funds as intended by the donor, pursuant to paragraph V(V) above. Furthermore, in the event of such termination, the City will honor all of LEAD’s existing Use Times for the Fields through the end of the season in which the

termination notice is provided, unless the City has reasonable cause to cancel said Use Times.

IN WITNESS WHEREOF, the City and LEAD have caused this MOU to be executed by their duly authorized officials, the day and year first above written.

ATTEST:
Sworn to and subscribed
Before me this _____ day
of _____, 2009.

**LAUNCH, EXPOSE, ADVISE, DIRECT
INC.,**

Notary Public

, PRESIDENT

ATTEST:

CITY OF ATLANTA:

Municipal Clerk (Seal)

SHIRLEY FRANKLIN, MAYOR

RECOMMENDED:

APPROVED:

Commissioner,
Department of Parks, Recreation,
and Cultural Affairs

Chief Procurement Officer

APPROVED AS TO FORM:

Senior Assistant City Attorney

**A RESOLUTION BY
COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE
CITY, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING
WITH L.E.A.D. INC. REGARDING BASEBALL PROGRAMMING AT
PERKERSON PARK; AND FOR OTHER PURPOSES.**

WHEREAS, L.E.A.D. (Launch, Expose, Advise, Direct) Inc. (hereinafter "LEAD") is a 501(c)(3) tax exempt organization whose mission is to use baseball as a tool to help inner city youth, ages 14-18 years, become civically engaged and compete for college scholarships; and

WHEREAS, LEAD's baseball programming has received national recognition; and

WHEREAS, LEAD has requested to form a partnership with the City of Atlanta ("City") to provide baseball programming at Perkinson Park (the "Park") for teenage boys in exchange for the City's providing free use of its Perkinson Park baseball fields; and

WHEREAS, as part of the partnership, in addition to providing baseball programming, LEAD will provide shadow positions for four City of Atlanta coaches, and will provide \$10,000 of renovations to the Park's baseball fields; and

WHEREAS, it is in the best interest of the City to form a partnership with LEAD, and to enter a Memorandum of Understanding ("MOU") that establishes the role and obligations of the City and LEAD.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:

Section 1.

The Mayor, on behalf of the City, is hereby authorized to enter into an MOU with LEAD regarding the roles and obligations of each of the two parties in a partnership for baseball programming at Perkinson Park. Said MOU shall at a minimum provide the following:

- a) The MOU shall make clear that the City owns the Park, including the baseball fields thereon, and shall have authority to make all final decisions regarding the Park, but shall exercise its authority in the spirit of good faith cooperation with LEAD.

- b) The MOU shall allow LEAD to utilize the Perkerson Park baseball fields at no cost to provide baseball programming for high school aged boys from fourteen through eighteen years of age.
- c) The MOU shall provide LEAD with the authority and the responsibility to maintain the Park's larger baseball field, in a manner consistent with the MOU.
- d) The MOU shall provide LEAD with the authority to provide \$10,000 of renovations to the Park's baseball fields, in a manner consistent with the MOU.
- e) The MOU shall provide LEAD with the authority and the responsibility to provide four shadow positions for Atlanta coaches during the fall 2009 league. LEAD shall also be provided the authority and responsibility to offer clinics for Atlanta coaches and youth teams.
- f) The MOU shall have a term of three years, with a renewal option of three years contingent upon the mutual consent of LEAD and the City.

Section 2.

To the extent that LEAD is donating time and resources to the City, the City hereby accepts the donation.

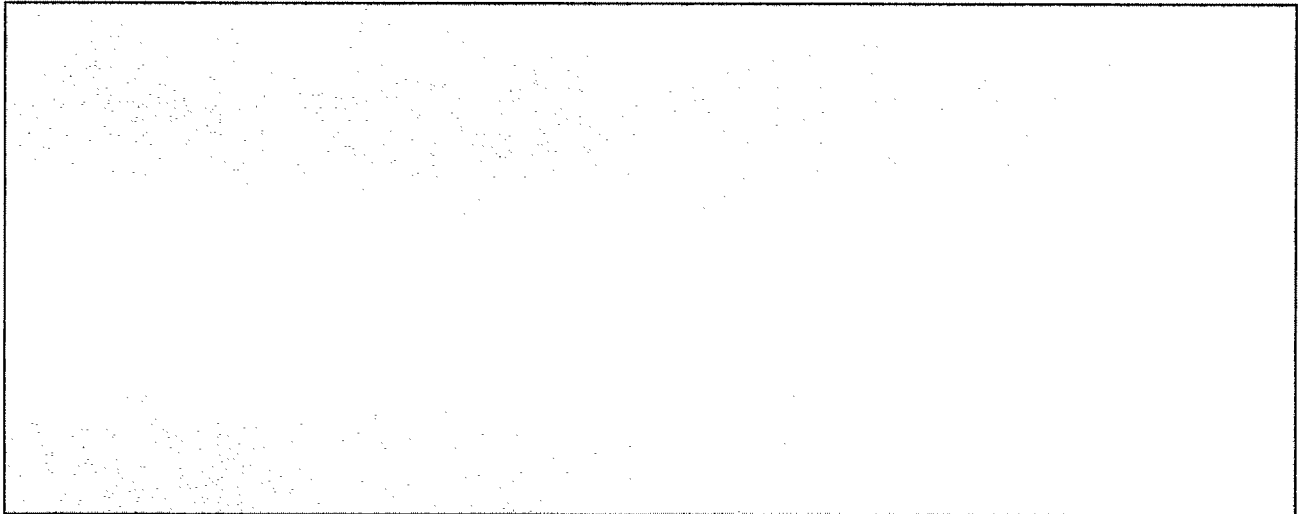
Section 3.

The City Attorney is hereby directed to prepare the MOU for execution by the Mayor, and the MOU shall be approved as to form by the City Attorney or her/his designee.

Section 4.

The MOU shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been signed by the Mayor and delivered to LEAD.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)



B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislation is to enter into a Memorandum of Understanding between the City and L.E.A.D. Inc., for baseball programming at Perkerson park.

2. Please provide background information regarding this legislation.

3. If Applicable/Known:

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**
- (b) **Source Selection:**
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:**
- (f) **Proposals Received:**

(g) Bidders/Proponents:

(h) Term of Contract:

4. Fund Account Center:

5. Source of Funds:

6. Fiscal Impact:

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By:

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Debra F. Harris

Contact Number: (404) 817-6795

Originating Department: Department of Parks, Recreation and Cultural Affairs

Committee(s) of Purview: Community Development/ Human Resources Committee

Chief of Staff Deadline: September 29, 2009

Anticipated Committee Meeting Date(s): October 13, 2009

Anticipated Full Council Date: October 19, 2009

Legislative Counsel's Signature: Robin Shahar

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: _____

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH L.E.A.D. INC. REGARDING BASEBALL PROGRAMMING AT PERKERSON PARK; AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: _____

(date)

Received by LC from CPO: _____

9/29/09

(date)

Received by Mayor's Office: [Signature]

(date)

Reviewed by: [Signature]

(date)

Submitted to Council: _____